

depository designated by Contractor in such country wherein such funds are blocked or frozen subject to the laws of such country with respect to such deposits and withdrawals by Contractor therefrom. Contractor shall have the right at Contractor's sole expense to inspect Company's books and records relative to gross receipts derived from use of the Music hereunder and to make extracts thereof provided such inspection shall be made at Company's offices during reasonable business hours and upon reasonable notice and not more frequently than once per year. All royalties, statements and other accounts rendered by Company shall be binding upon Contractor and not subject to any objection by Contractor unless specific objection in writing, stating the basis thereof, is given to Company by Contractor by one (1) year from the date rendered.

(c) If Company assigns or licenses any uses of the music publishing rights to any third party (including any aforementioned subsidiary or affiliated company) and if Company authorizes such third party to account directly to Contractor with respect to royalties payable to Contractor by reason of any such uses of such music publishing rights, then Contractor agrees that, during the term of any such assignment or license, Writer shall look only to such assignee or licensee for payment of such royalties (and shall be entitled only to inspect such assignee's or licensee's books and records relative to uses of the Music at reasonable business hours and at such assignee's or licensee's offices), provided that Company shall not be relieved of its obligations with respect thereto unless the assignee is a parent, subsidiary or affiliate of Company, or a recognized distributor of motion pictures or television programs, or a "major" motion picture company (as that term is understood in the motion picture industry), or a "major" television network (as that term is understood in the television industry), or a "major" record company or music publishing company (as those terms are understood in the music industry).

(d) Contractor acknowledges that Company has not made and is not hereby making any representation or warranty with respect to the amount of royalties, if any, which may be derived from uses of music publishing rights, it being further understood that nothing herein shall be deemed to impose any obligation on Company to use or authorize the use of the Music and/or any music publishing rights derived therefrom.

7. Company agrees that:

(a) if the description of the Music in Paragraph 1 of this Agreement refers to a particular television program in connection with which such Music may be used, and if such Music or a substantial portion thereof are used in connection with such program or are otherwise used hereunder, then Company shall give Writer (or cause Writer to be given) credit as Writer of such

Music or as a writer of the television series on all release prints of such programs. Company further agrees to use best efforts to have Writer given credit in connection with other uses of the Music;

(b) if any of the Music as described in Paragraph 1 of this Agreement is used as Music for the theme song for a television pilot program and/or television series, then Company shall give Writer (or cause Writer to be given) credit on all release prints of any such program in which such theme song is used as the theme song, as Writer of the Music of such theme song.

The form, style, size, placement and nature of any credit provided for herein shall be determined by Company (or its assignee or licensee) in its sole discretion except that Company agrees that the identification of Writer shall be in the form "Kinder and Bryant." Any unintentional and/or inadvertent failure to give credit as above provided, whether because of lack of broadcast time or otherwise, shall not be a breach of this Agreement.

8. Company shall have the right and may grant to others the right to use, disseminate, reproduce, print and publish Writer's name, likeness, voice and biographical material concerning Writer as news or informative matter and in connection with advertising and for purposes of trade in connection with any motion picture or television program in which the Music is used, and/or in connection with any other uses of the Music. The rights granted herein shall not include the right to use or to grant to others the right to use Writer's name, voice, likeness and biographical material in any direct endorsement of any product or service without Writer's prior written consent.

9. Contractor hereby warrants that Contractor is free and able to enter into and fully perform this Agreement, to furnish the services of Writer, and to grant all rights herein granted. Further, Contractor warrants that the Music in the form in which it is delivered shall be wholly original with Writer and shall not be copied from any other work and shall not, nor shall the use thereof, infringe or violate the copyright or any common law right or any personal, proprietary, or other right of any kind whatsoever of any person, firm, corporation or association. If any of the Music delivered hereunder is described as based upon traditional or public domain compositions, Contractor warrants that such compositions are in the public domain throughout the world and that Writer's treatment of such compositions is original and shall not be copied from any work other than such public domain compositions, nor shall the use thereof infringe or violate the copyright or any common law right or any personal, proprietary or other right of any kind whatsoever of any person, firm, corporation or association. Notwithstanding the foregoing, if any of the Music delivered hereunder is described as based upon materials furnished by Company or as based upon traditional or

public domain compositions furnished by Company, Contractor makes no warranty as to the originality or ownership of such materials or compositions furnished by Company.

10. Contractor shall indemnify and hold Company, its successors, assigns and licensees, any network and/or stations over which the Music shall be broadcast, the sponsors, if any, of any program on which they are broadcast, and their advertising agencies, if any, and any other parties who shall utilize the Music or any part thereof in any way with Company's permission, and the directors, officers, agents and employees of any of the foregoing, free and harmless from any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of any breach by Contractor of any warranty or agreement made by Contractor herein, in an amount not to exceed the monies paid to Contractor by Company hereunder.

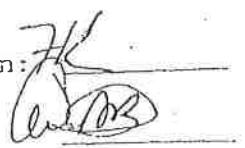
11. It is understood and agreed that all or part of this Agreement and all the results and proceeds thereof may be assigned by Company to any third party without Contractor's consent and in this event, Company's successors and/or assigns shall be entitled to any and all rights, privileges, and equities to which Company is entitled under and by virtue of this Agreement. In the event of such an assignment, Company shall not be relieved of its obligations hereunder unless the assignee is a parent, subsidiary or affiliate of Company or a recognized distributor of motion pictures or television programs, or a "major" motion picture company (as that term is understood in the motion picture industry), or a "major" television network (as that term is understood in the television industry), or a "major" record company or music publishing company (as those terms are understood in the music industry).

Nothing in this Agreement shall in any way derogate from, diminish or impair any rights granted to the Company or to any parent, subsidiary or affiliate of Company under any other agreement entered into between Writer and Company or any parent, subsidiary or affiliate thereof.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, assigns and licensees.

12. Company agrees to furnish Contractor with cue sheets of the Music within sixty (60) days of the initial broadcast of the Show.

13. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and fully to be performed therein.

One Revision: 

(b) A waiver by either party of any of the terms and conditions of this Agreement in any one instance shall not be construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

(c) This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained and this Agreement cannot be changed, rescinded or terminated orally.

(d) If any provisions of this Agreement as applied to any party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstances or the validity or enforceability of this Agreement.

IN WITNESS WHEREOF, the parties Hereto have executed this Agreement as of the day and year first above written.

SUNBOW PRODUCTIONS, INC. ("Company")

By: Carroll W. Wagnleitner  
Its

KINDER & BRYANT LTD. ("Contractor")

By: Ind Kinder  
Its

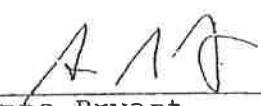
Schedule A

Anne Bryant and Ford Kinder ("Writers") hereby certify that they wrote certain original music as employees of KINDER & BRYANT LTD. ("Contractor") in the regular course of their employment. Contractor hereby certifies that Contractor was specially commissioned by SUNBOW PRODUCTIONS, INC. ("Company") to furnish the services of Writers to write and deliver said music to Company for use as part of a fully-animated children's television program tentatively entitled "JEM" pursuant to an agreement dated as of \_\_\_\_\_, 1986. Accordingly, Writers and Contractor acknowledge and agree that the said music is a work made for hire within the meaning of Section 101 of the United States Copyright Act and that Company is the author and owner thereof and is entitled to copyright therein (and all renewals thereof), and all rights of any kind or nature therein, with the right to make such changes therein and uses thereof as Company may from time to time determine as such author and owner.

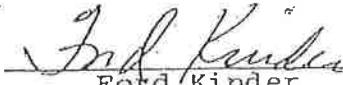
KINDER & BRYANT LTD.  
("Contractor")

Dated:

By: \_\_\_\_\_

  
Anne Bryant

Dated:

  
Ford Kinder

Dated:

## INDUCEMENT LETTER

Dated as of

1986

Sunbow Productions, Inc.  
380 Lexington Avenue  
Suite 1105  
New York, New York 10168

Re: Sunbow Productions, Inc. with  
Kinder & Bryant Ltd. / "JEM"

Gentlemen:

Reference is made to that certain agreement dated as of \_\_\_\_\_, 1986 (herein called the "Agreement") between KINDER & BRYANT LTD. (herein called "Contractor") and you, which, among other things, makes available the services of the undersigned by Contractor to you for the purposes set forth in said Agreement.

As an inducement to you to enter into the Agreement and as a material part of the consideration moving to you for so doing, each of the undersigned hereby represents, warrants and agrees as follows:

1. That the undersigned has heretofore entered into an agreement (herein called the "Employment Agreement") with Contractor covering the rendition of the undersigned's services for Contractor and that Contractor has the right and authority to enter into the Agreement and to furnish the rights and services of the undersigned upon the terms and conditions therein specified.

2. That the undersigned is familiar with each and all of the terms, covenants and conditions of the Agreement and hereby consents to the execution thereof; that the undersigned shall perform and comply with all of the terms, covenants and conditions of the Agreement on the part of the undersigned to be performed and complied with, even if the Employment Agreement should hereafter be terminated or suspended; that the representations and warranties of Contractor contained in the Agreement are true; that the undersigned shall render all of the services provided for under the Agreement and hereby confirms that there have been granted to Contractor all of the rights granted by Contractor to you under the Agreement; that all notices served upon Contractor in accordance with the Agreement shall be deemed notices to the undersigned of the contents thereof.

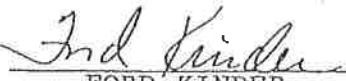
3. That the undersigned is under no obligation or disability by law or otherwise which would prevent or restrict the undersigned from performing and complying with all of the terms, covenants and conditions of the Agreement on the part of the undersigned to be performed or complied with.

4. That, except in the event that the undersigned is deemed substituted for Contractor as a direct party to the Agreement, pursuant to Paragraph 6 hereof, the undersigned will look solely to Contractor and not to you for all compensation and other remuneration for any and all services and rights which the undersigned may render and/or grant under the Agreement.

5. That you shall be entitled to equitable relief against the undersigned by injunction or otherwise to restrain, enjoin and/or prevent the violation or breach by the undersigned of any obligation of the undersigned to be performed as provided in the Agreement and/or the violation or breach by the undersigned of any obligations or agreements under this present instrument.

6. That if Contractor should be dissolved or should otherwise cease to exist or for any reason whatsoever should fail, be unable, neglect or refuse to perform and observe each and all of the conditions of the Agreement requiring performance or compliance on its part, the undersigned shall at your election be deemed substituted as a direct party to the Agreement in the place and stead of Contractor and, further, that in the event of a breach or threatened breach of the Agreement by Contractor or by the undersigned you shall be entitled to legal and equitable relief by way of injunction or otherwise against Contractor or against the undersigned or both of us in your discretion, in any event without the necessity of first resorting to or exhausting any rights or remedies which you may have against Contractor; all of the foregoing to be to the same extent and with the same force and effect as if the undersigned were a direct party to the Agreement in the first instance and as if in the Agreement the undersigned had personally agreed to render the services therein provided to be rendered by the undersigned and to perform and observe each and all of the terms and conditions of the Agreement requiring performance or compliance on the part of the Contractor or the undersigned or both of us.

Very truly yours,

  
FORD KINDER

  
ANNE BRYANT

T

## Clearance Form

Broadcast Music, Inc., 320 West 57th Street, New York, N.Y. 10018  
Attn: Clearance Department

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DO NOT WRITE BELOW

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Truly Outrageous

**IF BASED ON PUBLIC DOMAIN - GIVE ORIGINAL TITLE, WRITER AND SOURCE**

**CHECK IF WORK IS FROM:**  
 MOTION PICTURE OR TV FILM  
 BROADWAY SHOW  
 OFF-BROADWAY SHOW

GIVE TITLE OF PICTURE, FILM OR SHOW  
(SEE REVERSE SIDE)

JEM (Episode # 11)

WRITER(S) NAME(S)			WRITER(S) ADDRESS(ES)		Perf. Rts. Orgn.	Percentage Share	
LAST	FIRST	MIDDLE					
Bryant, Anne			1350 Sixth Ave. #12		BMI	50%	
SOC. SEC. NO.	053	40	8567	New York, NY 10019			
Harman, Barry M.				35 West 92nd St #11D		ASCAP	50%
SOC. SEC. NO.	123	40	8399	New York, NY 10025			
SOC. SEC. NO.							
SOC. SEC. NO.							
SOC. SEC. NO.							

**PUBLISHER(S) NAME(S)**

CHECK HERE IF NO RIGHTS GRANTED BY WRITER(S) TO ANY PUBLISHER.  
 CHECK HERE IF PUBLISHER IS ADMINISTRATOR ONLY. DO NOT CHECK THIS BOX IF  
PUBLISHER OWNS PART OR ALL OF COPYRIGHT AND/OR PERFORMING RIGHTS.

**NAME(S) OF U.S. ORIGINAL PUBLISHER(S):**

Starwild Music

Perf. Rts. Orgn.	Percentage Share
BMI	50%

Wildstar Music

Perf. Rts. Orgn.	Percentage Share
ASCAP	50%

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RECORD LABEL & NO. OF 1ST RECORD RELEASE

**MAIL  
CONFIRM-  
ATION  
TO:**

Starwild Music  
130 Fifth Ave.  
New York, NY 10011  
Attn: Carole Weitzman

**ARTIST**  
7/13/83  
**DATE SUBMITTED TO BMI**  
**AUTHORIZED SIGNATURE**

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PAGE: 4 OF 8

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TITLE HISTORY TRACE

DATE: 07/12/2013  
TIME: 11:21 AM

TITLE : TRULY OUTRAGEOUS  
TITLE #: 1549492 DOS LAST CHG INFO: 09/29/1997 247 CTR

2006-10-11 00.00.00 OPERATOR: US2KMCNS TERM: CWRX QTR: 206 AUTH: MEMO/D SELBY  
> CWR OWN TRANSFER FULL CAT: N PAY MODE: Y TERR: ALL PCT: 50.00  
SELLER: BRYANT ANNE 44388 BMI  
BUYER: KINDER CLIFFORD ARBERY 184955 BMI

2004-11-30 20.00.49 OPERATOR: TTLM569 TERM:  
> WIDB UPDATE TX SENT MODIFIED

2004-11-26 13.02.57 OPERATOR: TTLM591 TERM:  
> SENT TO CISNET

0551 REVIEW THE DISPLAYED INFORMATION  
PF3=RETURN PF7=PREV PF8=NEXT PF10=TITLE COMT HIST  
PF11=LEGAL COMT HIST

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1 Sess-1 10.9.120.1

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TTL367M  
PAGE: 5 OF 8

\*\*\* P A R I S \*\*\*  
TITLE HISTORY TRACE

DATE: 07/12/2013  
TIME: 11:22 AM

TITLE : TRULY OUTRAGEOUS  
TITLE #: 1549492 DOS LAST CHG INFO: 09/29/1997 247 CTR

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> SENT TO CISNET

2001-10-17 22.46.20 OPERATOR: TTLM595 TERM:  
> PREFERRED ISWC ADDED  
ISWC ID: T0712293043

2001-10-10 18.11.16 OPERATOR: TTLM569 TERM:  
> WIDB ADD TX SENT ADDED

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19-3-85  
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Alt. Clearance/Logging Department

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BY: 5

 DNA NWR

TITLE - ONE WORK PER FORM

TRANSFORMERS MAIN THEME

			NT2 Credit Rate	Multpt. Credit	Clearance	BMI	Log
			U.S.	Cand.			
IF BASED ON PUBLIC DOMAIN - GIVE ORIGINAL TITLE, WRITER AND SOURCE							
CHECK IF WORK IS FROM:			NT3	Cand. Review	Clearance Is.	Record	Lead Sheet
<input type="checkbox"/> MOTION PICTURE OR TV FILM <input type="checkbox"/> BROADWAY SHOW <input type="checkbox"/> OFF-BROADWAY SHOW			<small>FROM GIVE TITLE OF PICTURE, FILM OR SHOW</small> TRANSFORMERS SHOW (DAY ONE) TV SHOW				
WRITER(S) NAME(S)			Perf. Rts. Orgn.	Share	Mode of Payment	WH	
LAST	FIRST	MIDDLE					
KINDER	FORD		P.O. BOX 284	ASCAP	50%	N	N
SOC. SEC. NO.	252	92	0267	BLOOMINGDALE, NEW JERSEY	07403		
BRYANT	ANNE		P.O. BOX 284	BMI	50%	W	N
SOC. SEC. NO.	053	40	8557	BLOOMINGDALE, NEW JERSEY	07403		
SOC. SEC. NO.							
SOC. SEC. NO.							
SOC. SEC. NO.							
PUBLISHER(S)			Perf. Rts. Orgn.	Share	Credit	WH	No Print in Bulletin
NAME(S) OF U.S. ORIGINAL PUBLISHER(S):					U.S.	Cand.	
WILDSTAR MUSIC, INC.			ASCAP	50%	U	NOR	
STARWILD MUSIC, INC.			BMI	50%	U	ENDS	
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NAME AND ADDRESS OF SUBMITTING BMI PUBLISHER

MAIL  
CONFIRM.  
ON

SUNBOW PRODUCTIONS, INC.  
380 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10168

ATTN: ELISE GOYETTE

RECORD LABEL &amp; NO. OF 1ST RECORD RELEASE

ARTIST RELEASE DATE

SEPTEMBER 18, 1985

DATE SUBMITTED TO BMI

Elise Goyette

AUTHORIZED SIGNATURE

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Your query : Creator-Id exact 74775835 on any territories (Domestic works).

Page 1 of 1

⊕  TRANSFORMERS MAIN THEME  
Creator(s)

BRYANT ANNE  
KINDER FORD

ISWC: T-700.074.010-5 Duration: (Original Title)

<u>Creator- Id</u>	<u>Role</u>
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00061535788	CA
00074775835	CA

TTL310M  
PAGE: 1 OF 2

\*\*\* P A R I S \*\*\*  
TITLE DISPLAY  
EFF QTR: 3Q13

DATE: 07/12/2013  
TIME: 11:34 AM

TITLE: TRANSFORMERS MAIN THEME

TITLE #: 1540534  
CLEAR #: 1758906  
SONG #: A758906

----- COMMENTS -----  
TITLE WAS WRITTEN WHEN KINDER WAS ASCAP

LAST CHG: 10/20/2011 BY: GREER, CHERIE  
DOS LAST CHG INFO: 09/29/1997 246 CTR

REGISTRATION DATE: 09/27/1985  
ISWC: T7000740105

FILM/SHOW: TRANSFORMERS

CREDIT RATE : 1.00 DURATION: ORIGIN: BMIWRKRG  
ATTRIBUTES : ACTIVE, PERFORMED, LICENSED, DOMESTIC, LOG US/CAN

PARTICIPANTS	ACCT #	TT	AFFL	SCH	US	SHR	CAN	SHR	PAY	INFO
BRYANT ANNE	44388		BMI	2	50.00	-	*	PAY		
- KINDER FORD	184955		BMI	2	50.00	-	*	NO PAY		
- STARWILD MUSIC	327987		BMI	2	50.00	50.00	*	PAY	WD E	

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PF6=PART DTL

PF8=FWD

PF10=CATLG PF11=HST PF12=PREV QTR

4-C 1 Sess-1 10.9.120.1 TCPP0107 19/2

TTL310M \*\*\* P A R I S \*\*\* DATE: 07/12/2013  
PAGE: 2 OF 2 TITLE DISPLAY TIME: 11:34 AM  
EFF QTR: 3Q13  
PARTICIPANTS (CONT'D) ACCT # TT AFFL SCH US SHR CAN SHR PAY INFO  
WILDSTAR MUSIC INC 369456 ASCAP 50.00 50.00\*NO PAY WD E

ARTIST# RECORDING ARTISTS

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PF7=BWD PF10=CATLG PF11=HST PF12=PREV QTR  
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PAGE: 1 OF 8

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TITLE HISTORY TRACE

DATE: 07/12/2013  
TIME: 11:34 AM

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TITLE #: 1540534 DOS LAST CHG INFO: 09/29/1997 246 CTR

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> WIDB UPDATE TX SENT MODIFIED

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> SENT TO CISNET

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> WIDB UPDATE TX SENT MODIFIED

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> FC ADMIN TRANSFE FULL CAT: Y PAY MODE: Y TERR: ALL PCT: 100.00

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PF11=LEGAL COMT HIST

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